

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement ("Second Amendment"), being made this 28th day of October, 2010, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "COUNTY") and **APC REALTY AND EQUIPMENT COMPANY, LLC** with a principal mailing address at 6391 Sprint Parkway, MailStop: KSOPHT0101-Z2650, Overland Park, Kansas 66251 (hereinafter designated as the "LICENSEE"). (LICENSEE and COUNTY, together, the "PARTIES").

**WHEREAS**, the COUNTY and LICENSEE entered into a License Agreement dated September 12, 1997, for property located at 10025 Darnestown Road, Rockville, Maryland (the "Agreement"); and

**WHEREAS**, the COUNTY and LICENSEE amended the License Agreement by a First Amendment to License Agreement (the "First Amendment") dated August 8, 2007; and

**WHEREAS**, the PARTIES desire to further amend the Agreement for the purpose of allowing LICENSEE to sublicense a portion of the Communication Facility to an affiliate of LICENSEE and to modify the Licensee Fee.

**NOW THEREFORE**, in consideration of the premises and intending to be legally bound hereby, the PARTIES hereto agree to the following changes and modifications to the Agreement.

1. Article 11 of the Agreement is hereby deleted and the following new Article 11 is substituted:

11.(a) This Agreement may not be sold, assigned or transferred at any time by LICENSEE without the prior written consent of COUNTY which will not be unreasonably withheld, delayed or conditioned, except LICENSEE may sell, assign or transfer this Agreement without COUNTY'S prior written consent to LICENSEE'S principal, affiliates or subsidiaries of its principal or an assignee of LICENSEE'S FCC license. LICENSEE must give written notice to COUNTY of such sale, assignment, or transfer at least sixty (60) days prior to its occurrence.

11.(b) LICENSEE may sublicense a portion of the Communication Facility as described in Article 5 of the Agreement to its affiliate, Clear Wireless, LLC. LICENSEE must submit engineering drawings identify the antennas and the ground space which it sublicenses to Clear Wireless, LLC.


2. In consideration of the sublicense set forth above, the License Fee payable by LICENSEE to the COUNTY will be increased by Five Hundred and 00/100 Dollars (\$500.00) per month effective October 1, 2010. Further, within sixty (60) days following the full execution of this Second Amendment, LICENSEE will pay to COUNTY a lump sum payment of Eleven Thousand and 00/100 Dollars (\$11,000.00) which reimburses COUNTY for an under payment in sublicensee fee for the period December 1, 2008 through September 30, 2010.

3. If a sublicense between LICENSEE and Clear Wireless, LLC terminates for any reason, and Clear Wireless, LLC ceases to operate a wireless communication facility at the Licensed Premises, LICENSEE shall promptly notify COUNTY, and the License Fee shall revert to the schedule as described in the First Amendment.

4. Except as modified herein, all other terms and conditions of the Agreement and First Amendment will remain in full force and effect.

[Signatures lines follow on page 3]


IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

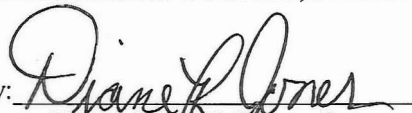
  
Witness

LICENSEE:  
APC REALTY AND EQUIPMENT COMPANY, LLC,  
a Delaware limited liability company

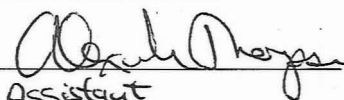
BY:   
Name: Holly S. Castellanos  
Title: Manager, Real Estate  
Date: 9-22-10

COUNTY:  
MONTGOMERY COUNTY, MARYLAND

  
Witness

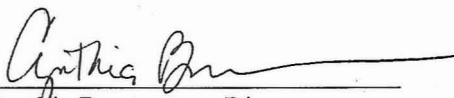
By:   
Name: Diane Schwartz Jones  
Title: Assistant Chief Administration Officer  
Date: 10/28/10

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By:   
Assistant  
Associate County Attorney

Date: 10/8/10

RECOMMENDED BY:

By:   
Cynthia Brenneman, Director  
Office of Real Estate

Date: 10/11/10